

FORM S(2): SUBDIVISION - D.R.B. PUBLIC HEARING

A Bulk Land Variance requires application on FORM-V in addition to application for subdivision on FORM-S.

MAJOR SUBDIVISION PRELIMINARY PLAT APPROVAL (DRB13)

- 5 Acres or more: Certificate of No Effect or Approval
- Proposed Preliminary Plat including the Grading Plan (folded to fit into an 8.5" by 14" pocket) **24 copies**
- Proposed Infrastructure List
- Signed Preliminary Pre-Development Facilities Fee Agreement for **Residential** development only
- Design elevations & cross sections of perimeter walls **3 copies** (11" x 17" maximum)
- Zone Atlas: map with the entire property(ies) clearly outlined
- Letter briefly describing, explaining, and justifying the request
- Property owner's and City Surveyor's signature on the proposed plat
- FORM DRWS Drainage Report, Water & Sewer availability statement filing information
- Office of Community & Neighborhood Coordination inquiry response, notifying letter, certified mail receipts
- Sign Posting Agreement
- Signed** Pre-Annexation Agreement if Annexation required.
- TIS/AQIA Traffic Impact Study / Air Quality Impact Assessment form
- Fee (see schedule)
- List any original and/or related file numbers on the cover application

Preliminary plat approval expires after one year.

DRB Public hearings are approximately 30 DAYS after the filing deadline. Your attendance is required.

MAJOR SUBDIVISION AMENDMENT TO PRELIMINARY PLAT (DRB11) (with significant changes)

- PLEASE NOTE: There are no clear distinctions between significant and minor changes with regard to subdivision amendments. Significant changes are those deemed by the DRB to require public notice and public hearing.
- Proposed Amended Preliminary Plat, and/or Infrastructure List, and/or Grading Plan (folded to fit into an 8.5" by 14" pocket) **24 copies**
 - Original Preliminary Plat, and/or Infrastructure List, and/or Grading Plan (folded to fit into an 8.5" by 14" pocket)
 - Zone Atlas map with the entire property(ies) clearly outlined
 - Letter briefly describing, explaining, and justifying the request
 - Property owner's and City Surveyor's signature on the proposed amended plat, if applicable
 - Office of Community & Neighborhood Coordination inquiry response, notifying letter, certified mail receipts
 - Sign Posting Agreement
 - List any original and/or related file numbers on the cover application

Amended preliminary plat approval expires after one year.

DRB Public hearings are approximately 30 DAYS after the filing deadline. Your attendance is required.

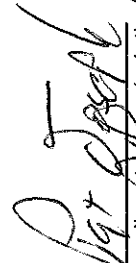
MAJOR SUBDIVISION IMPROVEMENTS AGREEMENT EXTENSION (DRB09)

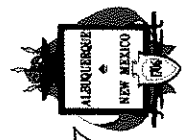
(Temporary sidewalk deferral extension use FORM-V)

- Zone Atlas map with the entire property(ies) clearly outlined
- Letter briefly describing, explaining, and justifying the request
- Plat or plan reduced to 8.5" x 11"
- Official D.R.B. Notice of the original approval
- Approved Infrastructure List. If not applicable, please initial. _____
- Previous SIA extension notice, if one has been issued. If not applicable, please initial. _____
- Office of Community & Neighborhood Coordination inquiry response, notifying letter, certified mail receipts
- Sign Posting Agreement
- List any original and/or related file numbers on the cover application
- Fee (see schedule)

DRB Public hearings are approximately 30 DAYS after the filing deadline. Your attendance is required.

I, the applicant, acknowledge that any information required but not submitted with this application will likely result in deferral of actions.


Applicant Name (print) _____
Applicant signature / date 10/17/17



Form revised **October 2007**

- Checklists complete
 - Fees collected
 - Case #'s assigned
 - Related #'s listed
- Application case numbers _____
- Planner signature / date _____
- Project # _____

2nd EXTENSION AGREEMENT
Procedure "B"

PROJECT NO. 692482

This Agreement made this _____ day of _____, 2017, by and between the City of Albuquerque, New Mexico, a municipal corporation ("City") and (name of developer/subdivider:) MILLER FAMILY REAL ESTATE, LLC ("Subdivider"), whose address is: 9350 SOUTH 150 EAST, SUITE 1000, SANDY, UT, 84070 and whose telephone number is (801) 563-4100 is made in Albuquerque, New Mexico and is entered into as of the date of final execution of this Agreement.

WHEREAS, the City and the Subdivider entered into an Agreement on the 8th day of July, 2015 which was recorded on July 8, 2015, as Document No. 2015058713, pages 1 through 10, in the records of Bernalillo County Clerk, State of New Mexico ("Earlier Agreement"), by which the Subdivider agreed to complete the construction of certain infrastructure improvements on or before the 31st day of May, 2016; and

WHEREAS, the Earlier Agreement was amended by a 1st Extension to Agreement dated July 29, 2016 recorded on July 29, 2016, as Document No. 2016070596, pages 1 through 3, as in the records of Bernalillo County Clerk, State of New Mexico, extending the construction deadline to May 1, 2016; and

WHEREAS, it appears that the Subdivider will be unable to complete construction of the improvements by the deadline specified in the Agreement; and

WHEREAS, the City is willing to grant Subdivider an extension of time in which to complete construction of all or part of the improvements, provided the Subdivider posts an acceptable financial guaranty, as required by the City's Subdivision Ordinance and the Development Process Manual; and

WHEREAS, the Subdivider is able to provide the required financial guaranty;

NOW THEREFORE in consideration of the above and the mutual promises contained herein, the parties agree:

1. The required completion date for construction of the improvements, as set forth in the attached **Exhibit A**, is extended (Complete either A or B:)

A. For all improvements, the 1st day of May, 2018

B. On portions of the improvements as follows:

<u>IMPROVEMENTS</u>	<u>COMPLETION DATE</u>
_____	_____
_____	_____
_____	_____

2. With this Extension Agreement, Subdivider has provided the City with the following financial guaranty:

Type of Financial Guaranty: Irrevocable Letter of Credit No. OSB5931M

Amount: \$ 165,612.68

Name of Financial Institution or Surety providing Guaranty:

Comerica Bank

Date City first able to call Guaranty (Construction Completion Deadline): _____ May 1, 2018

If Guaranty is a Letter of Credit or Loan Reserve, then last day City able to call Guaranty is: _____

Additional information: _____

3. The parties agree that all terms and conditions of the Earlier Agreement not in conflict with this Extension Agreement shall remain valid, in force, and binding upon the parties. By executing this Agreement, the parties only intention is to extend the construction completion deadline established in the Earlier Agreement and establish a revised financial guaranty for the benefit of the City.

Executed on the date stated in the first paragraph of this Agreement.

SUBDIVIDER: Miller Family Real Estate, LLC

CITY OF ALBUQUERQUE:

By [signature]: 

By: _____

Name [print]: Brad Holmes

Shahab Biazar, P.E., City Engineer

Title: Director of Construction

Dated: July 21, 2017

Dated: _____

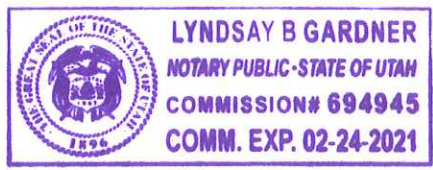
SUBDIVIDER'S NOTARY

STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

This instrument was acknowledged before me on this 21 day of July, 2017
by [name of person:] Brad Holmes, [title or capacity, for instance,
"President" or "Owner"] Director of Construction
of Subdivider:] Larry H. Miller Real Estate (Miller Family Real Estate, LLC).

Lyndsay B Gardner
Notary Public

My Commission Expires: 02/24/2021



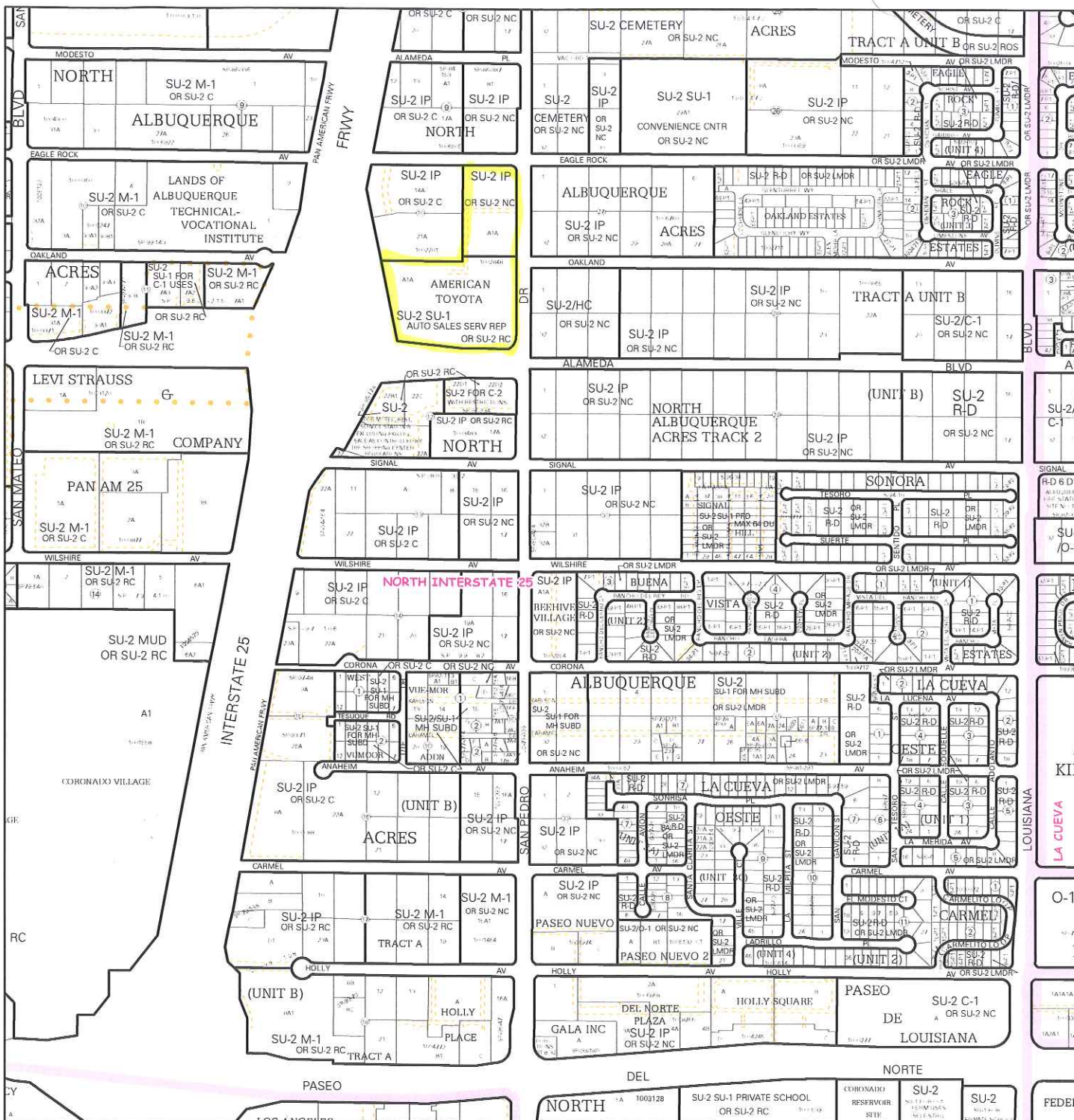
CITY'S NOTARY

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

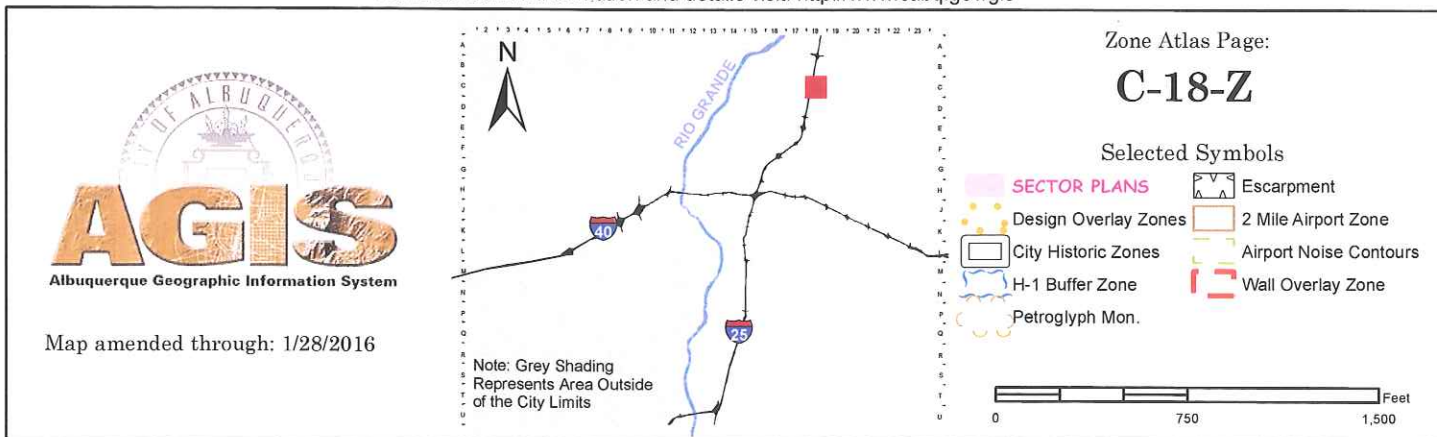
This instrument was acknowledged before me on this _____ day of _____,
20__ by Shahab Biazar, P.E., City Engineer of the City of Albuquerque, a municipal corporation,
on behalf of said corporation.

Notary Public

My Commission Expires: _____



For more current information and details visit: <http://www.cabq.gov/gis>





7/24/17

To whom it may concern

We are requesting an extension to the completion date for the work that was agreed to for project 692482.

The majority of the work has been completed however a grading certification that is required cannot be completed until the total project is complete and paved. We hope to have this complete in the next 70 days. Thank you for your assistance in this matter

Sincerely



Pat Joseph

SUBDIVISION IMPROVEMENTS AGREEMENT PUBLIC AND/OR PRIVATE
(Procedure B)

AGREEMENT TO CONSTRUCT
PUBLIC AND/OR PRIVATE SUBDIVISION IMPROVEMENTS

THIS AGREEMENT is made this 28th day of July, 2018, by and between the City of Albuquerque, New Mexico ("City"), a municipal corporation, whose address is P. O. Box 1293 (One Civic Plaza), Albuquerque, New Mexico 87103, and Miller Family Real Estate LLC ("Subdivider"), a [state the type of business entity, for instance, "New Mexico corporation," "general partnership," "joint venture," "individual," etc.], a Utah Limited Liability Company, whose address is 9350 South 150 East, Suite 1000 Sandy, UT 84070 and whose telephone number is 801-563-4100, is made in Albuquerque, New Mexico, and is entered into as of the date of final execution of this Agreement.

1. Recital. The Subdivider is developing certain lands within the City of Albuquerque, Bernalillo County, New Mexico, known as [existing legal description:] American Toyota Tract 1A recorded on 9/24/2004 in Book Page B2004C, pages 300 through 302, as Document No. 2004135099 in the records of the Bernalillo County Clerk, State of New Mexico (the "Subdivision"). The Subdivider certifies that the Subdivision is owned by [state the name of the present real property owner exactly as shown on the real estate document conveying title in the Subdivision to the present owner:] Miller Family Real Estate LLC ("Owner").

The Subdivider has submitted and the City has approved a preliminary plat or Site Development Plan identified as Project # 692482 describing Subdivider's Property ("Subdivider's Property").

As a result of the development of the City's Subdivision, the Subdivision Ordinance ("S.O.") and/or the Zoning Code, Section 14-16-3-11, require the Subdivider, at no cost to the City, to install certain public and/or private improvements, which are reasonably related to the development of the Subdivision, or to financially guarantee the construction of the public and/or private improvements as a prerequisite to approval of the final plat, building permit or the Site Development Plan for the Subdivision.

2. Improvements and Construction Deadline. The Subdivider agrees to install and complete the public and/or private improvements described in Exhibit A, the required infrastructure listing ("Improvements"), to the satisfaction of the City, on or before the May 31, 2016, ("Construction Completion Deadline"), at no cost to the City. The Improvements are shown in greater detail on the Subdivider's proposed and approved plans, which have been filed with the City Engineer and are identified as Project No. 692482.

Doc# 2015056713

07/08/2015 03:18 PM Page: 1 of 10
ACRE R:\$25.00 M. Touliouss Oliver, Bernalillo County
[Barcode]

Note: To compute the Construction Completion Deadline: If a final plat will be filed after Subdivider meets the requirements of this Agreement, the Construction Completion Deadline can be no later than two years after execution of this Agreement. (See S.O. Section 14-14-3.) If a final plat will not be filed pursuant to this Agreement, the Construction Completion Deadline can be no later than one year after approval of the preliminary plat by the City's Development Review Board ("DRB"), unless the DRB grants an extension, not to exceed one additional year per extension, and the Subdivider processes an amendment to the Agreement. (See S.O. Section 14-14-3.) If this Agreement, with any amendments does not utilize the maximum time allowed for completion of construction, the Subdivider may obtain an extension of the Construction Completion Deadline if Subdivider shows adequate reason for the extension.

3. Albuquerque Bernalillo County Water Utility Authority. Pursuant to the Memorandum of Understanding between the City of Albuquerque and the Albuquerque Bernalillo County Water Utility Authority ("ABCWUA") dated March 21, 2007, the City is authorized to act on behalf of the ABCWUA with respect to improvements that involve water and sewer infrastructure.

4. Work Order Requirements. The City agrees to issue a Work Order after:

A. The Subdivider causes to be submitted all documents, and meets all requirements listed in Development Process Manual ("DPM"), Volume 1, Chapter 5, Work Order Process, and Figure 1, including submitting a Certificate of Insurance in a form acceptable to the City. The certificate must establish that the Subdivider has procured, or has caused to be procured, public liability insurance in the amount of not less than One Million Dollars (\$1,000,000) combined single limit for accidents or occurrences which cause bodily injury, death or property damage as a result of any condition of the Subdivision, the Improvements, or the Subdivider's construction activities within, or related to the Subdivision. The insurance policy must name the City of Albuquerque, its employees and elected officials, as their interest may appear, as additional insured. If the Improvements include water and wastewater infrastructure, the insurance policy must name the ABCWUA, its employees, officers and agents, as their interest may appear, as additional insureds. The Subdivider must maintain the insurance until the City accepts the public Improvements and/or approves the private Improvements. The cancellation provision must provide that if the policy is either canceled prior to the expiration date of the policy or is materially changed or not renewed, the issuing company will mail thirty (30) days written notice to the City, attention City Engineer.

B. The Subdivider complies with all applicable laws, ordinances and regulations, including, but not limited to the City Excavation Ordinance and Sidewalk Ordinance, and pays the following required engineering, staking, testing fees, and other related City fees and County Clerk recording fees:

Type of Fee	Amount
Engineering Fee	3.25%
Street Excavation and Barricading Ordinance and street restoration fees	As required per City-approved estimate (figure 7)

Note: The Subdivider must pay the City all City fees which have been incurred during construction before the City will accept the public Improvements.

5. Surveying, Inspection and Testing. The Improvements shall be inspected, surveyed and tested in accordance with all applicable laws, ordinances, and regulations, and according to the following terms:

A. Construction Surveying. Construction surveying for the construction of the public Improvements shall be performed by Alpha Surveying, and construction surveying of the private Improvements shall be performed by Alpha Surveying. If the construction surveying is performed by an entity other than the City, the City may monitor the construction surveying and the Subdivider shall ensure that the construction surveying entity provides all construction surveying field notes, plats, reports and related data to the City which the City requires for review. Record drawings shall be provided by the entity performing the survey. The Subdivider shall pay the City a reasonable fee for any construction surveying performed by the City.

B. Construction Inspection Methods. Inspection of the construction of the public Improvements shall be performed by Rio Grande Engineering and inspection of the private Improvements shall be performed by Rio Grande Engineering, both New Mexico Registered Professional Engineers. If the inspection is performed by an entity other than the City, the City may monitor the inspection and the Subdivider shall ensure that the inspecting entity provides all inspection results, reports and related data to the City which the City requires for review. The City retains the right to perform its own general overall inspection of the construction project at any time prior to final acceptance of the Improvements, if deemed necessary or advisable by the City Engineer. The Subdivider shall pay the City a reasonable fee for the level of inspection performed by the City.

C. Field Testing. Field testing of the construction of the public Improvements shall be performed by Western Technologies, and field testing of the private Improvements shall be performed by Western Technologies both certified testing laboratories under the supervision of a New Mexico Registered Professional Engineer, in accordance with the current City of Albuquerque Standard Specifications for Public Works Construction. If any field testing is performed by an entity other than the City, the City may monitor the field testing and the Subdivider shall ensure that the field testing entity provides

all field testing results, reports and related data to the City which the City requires for review. The Subdivider shall pay the City a reasonable fee for any field testing performed by the City.

D. Additional Testing. The City retains the right to perform all additional testing which the City Engineer deems is necessary or advisable, and the Subdivider shall pay the City a reasonable fee therefore.

6. Financial Guaranty. If final plat approval is not requested prior to construction of the Subdivision, a financial guaranty is not required. If final plat approval is requested, the Subdivider must provide the City with a financial guaranty in an amount of not less than 125% of the estimated cost of constructing the Improvements, as approved by the City Engineer. The financial guaranty must be irrevocable and may be in the form of a letter of credit, escrow deposit, or loan reserve letter issued by a Federally Insured Financial Institution; a bond issued by a surety qualified to do business in New Mexico; or other pledge of liquid assets which meets all City requirements. The City must be able to call the financial guaranty at any time within the sixty (60) days immediately following the Construction Completion Deadline.

To meet the City's S.O. requirements, the Subdivider has acquired, or is able to acquire, the following Financial Guaranty:

Type of Financial Guaranty: Irrevocable Letter of Credit, No. OSB5931M
Amount: \$ 165,612.68
Name of Financial Institution or Surety providing Guaranty:
Comerica Bank
Date City first able to call Guaranty (Construction Completion Deadline):
May 31, 2016
If Guaranty other than a Bond, last day City able to call Guaranty is:
July 31, 2016
Additional information: _____

7. Notice of Start of Construction. Before construction begins, the Subdivider shall deliver an acceptable Notice to Proceed to the City and shall arrange for a preconstruction conference and all required inspections.

8. Completion, Acceptance and Termination. When the City receives Subdivider's final acceptance package, the City shall review it for completeness and accuracy. (See DPM Volume 1, Chapter 5, Work Order Process, Step 9.) If the package is acceptable, the City shall approve the package and issue a Certificate of Completion and Acceptance for the public Improvements and a Certificate of Completion for the private Improvements. Thereafter, the Subdivider's obligations to the City pursuant to this Agreement shall terminate, with the exception of the bond or other guarantee which the Subdivider has provided to assure the materials and workmanship, as required by the S.O. After the City approves the final acceptance package, the City will promptly release this Agreement and the Financial Guaranty.

9. Conveyance of Property Rights. When the Improvements are completed, if the City

does not own the real property upon, or in which, the public Improvements are constructed, the Subdivider will convey to the City all real and personal property rights which the City deems reasonably necessary, and all public Improvements, free and clear of all claims, encumbrances and liens before the City will accept the public Improvements. Conveyance may be made by appropriate dedication on the final plat of the Subdivision.

10. Reduction of Financial Guaranty Upon Partial Completion. The Subdivider shall be entitled to a reduction of the Financial Guaranty as a result of completing construction of part of the Improvements if the following conditions are met:

A. Loan Reserve Financial Guaranty. If a loan reserve letter was provided as the Financial Guaranty, the Subdivider must follow the procedures and meet the requirements detailed in the DPM, Volume 1, Chapter 5.

B. Non-Loan Reserve Financial Guaranty. If a Financial Guaranty other than a loan reserve letter has been provided, the completed Improvements must be free-standing, functionally independent of any Improvements which have not yet been completed, and completed in substantial compliance with the approved construction plans, as determined by City on-site inspection in order to qualify for a Financial Guaranty reduction. If the Improvements which have been completed meet all City requirements, the City Engineer will estimate the cost of completing the remaining Improvements. Thereafter, the Subdivider must submit the following documents to the City for review and approval:

(1) A revised Financial Guaranty in an amount of not less than 125% of the cost of completing the remaining Improvements, as estimated by the City;

(2) A bond or other instrument acceptable to the City, which guarantees the completed Improvements against defective materials and workmanship for the period required by the S.O.

(3) Conveyance of real and personal property rights which meet the requirements of section 8 of this Agreement.

After the City receives and approves the required documents, the City shall issue a Partial Certificate of Completion and Acceptance for the completed public Improvements and a Certificate of Partial Completion for the completed private Improvements.

11. Indemnification. Until the Improvements are accepted by the City, the Subdivider shall be solely responsible for maintaining the premises upon which the Improvements are being constructed in a safe condition. The Subdivider agrees to indemnify and hold harmless the City and its officials, agents and employees and, if the Improvements include water and wastewater infrastructure, the ABCWUA, its employees, officers and agents, from any claims, actions, suits or other proceedings arising from or out of the acts or omissions of the Subdivider, its agents, representatives, contractors or subcontractors or arising from the failure of the Subdivider, its agents, representatives, contractors or subcontractors to perform any act or duty required of the Subdivider herein. The indemnification required hereunder shall not be limited as

a result of the specifications of any applicable insurance coverage. Nothing herein is intended to impair any right or immunity under the laws of the State of New Mexico.

12. Assignment. This Agreement shall not be assigned without the prior written consent of the City and the Subdivider and the express written concurrence of any financial institution or surety which has undertaken to guarantee the completion of the Improvements. The City's approval will not be withheld unreasonably. If so assigned, this Agreement shall extend to and be binding upon the successors and assigns of the parties hereto.

13. Release. If the Subdivision or any part thereof is sold, conveyed or assigned, the City will not release the Subdivider from its obligations under this Agreement and will continue to hold the Subdivider responsible for all Improvements until a successor in interest to the Subdivider has entered into a Subdivision Improvements Agreement with the City. Thereafter, if the Subdivider's successor in interest has provided a substitute financial guaranty acceptable to the City, the City will release this Agreement and any related Financial Guaranty.

14. Payment for Incomplete Improvements. If the Subdivider fails to satisfactorily complete construction of the Improvements by the Construction Completion Deadline, the City may construct or cause the Improvements to be constructed as shown on the final plat and in the approved plans and specifications. The Subdivider shall be jointly and severally liable to pay to, and indemnify the City for the total cost, including, but not limited to, engineering, legal, and contingent costs, together with any damages, either direct or consequential, which the City may sustain as a result of Subdivider's failure to perform as required by this Agreement. If the direct or indirect costs and damages to the City exceed the amount of the City's Claim of Lien or any Financial Guaranty, the Subdivider shall be liable to, and shall pay, the City for all such costs and damages. The surety or sureties shall be jointly and severally liable to pay to and indemnify the City for the total cost to the extent of their obligations pursuant to any Financial Guaranty.

15. Binding on Subdivider's Property. The provisions of this Agreement constitute covenants running with Subdivider's Property for the benefit of the City and its successors and assigns until terminated, and are binding on the Subdivider and the Owner and their heirs, successors and assigns.

16. Notice. For purposes of giving formal written notice, including notice of change of address, the Subdivider's and the City's addresses are as stated in the first paragraph of this Agreement. Notice may be given either in person or by certified U.S. mail, postage paid. Notice will be considered to have been received within six (6) days after the notice is mailed if there is no actual evidence of receipt.

17. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

18. Changes to Agreement. Changes to this Agreement are not binding unless made in writing, signed by both parties.

19. Construction and Severability. If any part of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement will remain valid and enforceable if the remainder is reasonably capable of completion.


20. Captions. The captions to the sections or paragraphs of this Agreement are not part of this Agreement and will not affect the meaning or construction of any of its provisions.

21. Form not Changed. Subdivider agrees that changes to this form are not binding unless initiated by the subdivider and signed by the City Legal Department on this form.


22. Authority to Execute. If the Subdivider signing below is not the Owner of the Subdivision, the Owner must execute the Power of Attorney below.

Executed on the date stated in the first paragraph of this Agreement.

SUBDIVIDER: Miller Family Real Estate, LLC

By [Signature]: 
Name [Print]: Scott Bates
Title: Operating Manager
Dated: 5/18/15

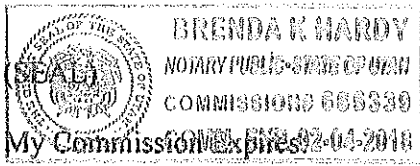
CITY OF ALBUQUERQUE

By: 
Shahab Biazar, City Engineer
Dated: 7/8/15 ml

SUBDIVIDER'S NOTARY

STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

This instrument was acknowledged before me on this 11 day of May, 2015,
by [name of person:] Scott P. Bates, [title or capacity, for instance,
"President" or "Owner":] Operating Manager of
[Subdivider:] Miller Family Real Estate LLC



Brenda K. Hardy
Notary Public

2-04-2018

CITY'S NOTARY

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

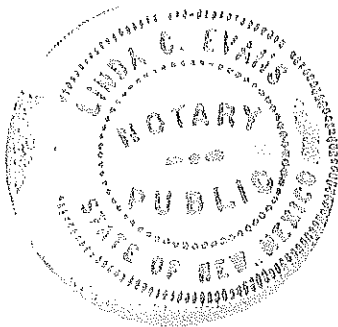
This instrument was acknowledged before me on this 8th day of July,
2015, by Shahab Biazar, City Engineer of the City of Albuquerque, a municipal corporation,
on behalf of said corporation.

(SEAL)

My Commission Expires:

10-17-16

Shahab Biazar
Notary Public



[EXHIBIT A ATTACHED]
[POWER OF ATTORNEY ATTACHED IF SUBDIVIDER
IS NOT THE OWNER OF THE SUBDIVISION]

INFRASTRUCTURE LIST

EXHIBIT "A"

TO SUBDIVISION IMPROVEMENTS AGREEMENT DEVELOPMENT REVIEW BOARD (D.R.B.) REQUIRED INFRASTRUCTURE LIST

DRS Application No. 1003548

TRACT 1A AMERICAN TOYOTA

PROPOSED NAME OF SITE DEVELOPMENT PLAN

TRACTS A&B AMERICAN TOYOTA AND Lots 15-18, Block 10, North Albuquerque Acres, Tract A, Unit B EXISTING LEGAL DESCRIPTION PRIOR TO PLATTING ACTION

Following is a summary of PUBLIC/PRIVATE infrastructure required to be constructed or financially guaranteed for the above development. This listing is not necessarily a complete listing. During the SIA process and/or in the review of the construction drawings, if the DRC Chair determines that appurtenant items and/or unforeseen items have not been included in the infrastructure listing, the DRC Chair may include those items in the listing and related financial guarantees. Likewise, if the DRC Chair determines that appurtenant or non-essential items can be deleted from the listing, those items may be deleted as well as the related portions of the financial guarantees. All such revisions require approval by the DRC Chair, the User Department and agent/owner. If such approvals are obtained, these revisions to the listing will be incorporated administratively. In addition, any unforeseen items which arise during construction which are necessary to complete the project and which normally are the Subdivider's responsibility will be required as a condition of project acceptance and close out by the City.

SIA Sequence #	COA DRC Project #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Cnct Engineer
		8"	WATERLINE INCL	NEW 20' WATER EASEMENT	san pedro	EXISTING LINE	/	/	/
		\$50,000	FEIMA Letter of Map Revision	existing floodplain	affected lots	affected lots	/	/	/
		6'	Bike lane	San pedro Blvd	Alameda Blvd	Eagle Rock Ave	/	/	/
		24"	RCP STORM DRAIN AND INLET	San Pedro Blvd	Existing Stub	Onsite Inlet	/	/	/
		36"	RCP STORM DRAIN MANHOLE DOUBLE GRATE INLET	Oakland Blvd	Existing Stub	Inlet	/	/	/
							/	/	/
							/	/	/
							/	/	/
							/	/	/

City Crst Engineer	City Inspector	Private Inspector
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To _____ From _____ Location _____ Type of Improvement _____ Size _____

COA DRC Project #	Sequence #
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NOTES

1 Engineers Certification of Grading for Temporary Construction yard (lots 1-3, 1-31-33, block 28, tract A, unit B, NAA) required prior to release of SIA and Financial Guarantee

2

3 This site is impacted by flood zone AO-1. The financial guarantee will not be released until the LOMR is approved by FEMA

DEVELOPMENT REVIEW BOARD MEMBER APPROVALS

DRB CHAIR - date Carol S. Durant 3/25/15
 TRANSPORTATION DEVELOPMENT - date _____ AMAFCA - date _____
 UTILITY DEVELOPMENT - date _____
 CITY ENGINEER - date _____

AGENT / OWNER _____
 NAME (print) _____
 FIRM _____
 SIGNATURE - date _____

MAXIMUM TIME ALLOWED TO CONSTRUCT THE IMPROVEMENTS WITHOUT A DRB EXTENSION:

DESIGN REVIEW COMMITTEE REVISIONS

REVISION	DATE	DRC CHAIR	USER DEPARTMENT	AGENT / OWNER

EXTENSION AGREEMENT
Procedure "B"

PROJECT NO. 692482

This Agreement made this ____ day of _____, 20____, by and between the City of Albuquerque, New Mexico, a municipal corporation ("City") and (name of developer/subdivider:) Miller Family Real Estate, LLC ("Subdivider"), whose address is 9350 South 150 East, Suite 1000 - Sandy, UT 84070 and whose telephone number is 801-563-4100 is made in Albuquerque, New Mexico and is entered into as of the date of final execution of this Agreement.

WHEREAS, the City and the Subdivider entered into an Agreement on the ____ day of _____, which was recorded on _____, in Book _____, pages _____ through _____, as Document No. _____ in the records of Bernalillo County Clerk, State of New Mexico ("Earlier Agreement"), by which the Subdivider agreed to complete the construction of certain infrastructure improvements on or before the ____ day of _____; and

WHEREAS, it appears that the Subdivider will be unable to complete construction of the improvements by the deadline specified in the Agreement; and

WHEREAS, the City is willing to grant Subdivider an extension of time in which to complete construction of all or part of the improvements, provided the Subdivider posts an acceptable financial guaranty, as required by the City's Subdivision Ordinance and the Development Process Manual; and

WHEREAS, the Subdivider is able to provide the required financial guaranty;

NOW THEREFORE in consideration of the above and the mutual promises contained herein, the parties agree:

County Clerk's Recording Label

1. The required completion date for construction of the improvements, as set forth in the attached **Exhibit A**, is extended (Complete either A or B:)

A. For all improvements, the 1st day of July, 20 17.

B. On portions of the improvements as follows:

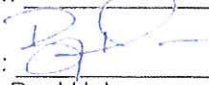
<u>IMPROVEMENTS</u>	<u>COMPLETION DATE</u>
_____	_____
_____	_____
_____	_____

2. With this Extension Agreement, Subdivider has provided the City with the following financial guaranty:

Type of Financial Guaranty: Irrevocable Letter of Credit, No. OSB5931M
Amount: \$ 165,612.68
Name of Financial Institution or Surety providing Guaranty:
Comerica
Date City first able to call Guaranty (Construction Completion Deadline):
July 1, 2017
If Guaranty is a Letter of Credit or Loan Reserve, then last day City able to call Guaranty is: July 1, 2017
Additional information: _____

3. The parties agree that all terms and conditions of the Earlier Agreement not in conflict with this Extension Agreement shall remain valid, in force, and binding upon the parties. By executing this Agreement, the parties only intention is to extend the construction completion deadline established in the Earlier Agreement and establish a revised financial guaranty for the benefit of the City.

Executed on the date stated in the first paragraph of this Agreement.

SUBDIVIDER: Miller Family Real Estate, LLC
By [signature]: 
Name [print]: Brad Holmes
Title: Director of Construction
Dated: July 6, 2016

CITY OF ALBUQUERQUE:
By: _____
Shahab Biazar, P.E., City Engineer
Dated: _____

SUBDIVIDER'S NOTARY

STATE OF Utah)
COUNTY OF Salt Lake) ss.

This instrument was acknowledged before me on this 6th day of July, 2016
by [name of person:] Brad Holmes, [title or capacity, for instance,
"President" or "Owner"] Director of Construction
of Subdivider:] Miller Family Real Estate, LLC.

Brenda K. Hardy
Notary Public

My Commission Expires: 2-4-2018



CITY'S NOTARY

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on this _____ day of _____, 20____
by Shahab Biazar, P.E., City Engineer of the City of Albuquerque, a municipal corporation, on
behalf of said corporation.

(SEAL)

Notary Public

My Commission Expires: _____